

January 7, 2003

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMEND A CDBG REIMBURSABLE CONTRACT WITH THE FOUNDATION FOR
CHILDREN'S DENTAL HEALTH TO ADD FUNDS TO THE CHILDREN'S DENTAL
SCREENING PROGRAM (5)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Children's Dental Screening Program is exempt from the provisions of the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA), because it is a public service that will not result in physical changes to the environment and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 1 to Community Development Block Grant (CDBG) Reimbursable Contract No. 101185 with the Foundation For Children's Health, to increase the contract amount by \$10,000, from \$5,052 to \$15,052, for operating expenses of the Children's Dental Screening Program, using CDBG funds allocated to the Fifth Supervisorial District.

3. Instruct the Executive Director of the Community Development Commission to execute four copies each of the attached standard CDBG Contract Amendment, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2003.

JUSTIFICATION/PURPOSE OF RECOMMENDED ACTION:

On May 28, 2002, your Board approved the 2002-2003 One-Year Action Plan for the Twenty-eighth Program Year (July 1, 2002 through June 30, 2003) to receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for the purposes of meeting the County's housing and community development needs.

The purpose of the recommended actions is to execute a CDBG Reimbursable Contract Amendment to provide additional funding for a project that is consistent with the purposes set forth in the 2002-2003 Action Plan, and to find that the project is exempt from NEPA and CEQA.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract Amendment will be funded with a total of \$10,000 in CDBG funds allocated to the Fifth Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Foundation for Children's Dental Health is located at 26123 Sabado Court in City of Santa Clarita. The agency provides dental screenings and care for approximately 1,000 children and youth between the ages of two and sixteen in the unincorporated areas of the Santa Clarita Valley. The children are identified through the federally funded free and reduced price school lunch program from selected schools in the Newhall, Castaic, Saugus, Sulphur Springs schools, Hart School District, and through referrals from two local health clinics and Family Newhall Resource Center. Depending on eligibility, children may be referred to Medi-Cal, Healthy Families or other programs for assistance. The screening services are provided through a mobile clinic that visits the various school sites and health care facilities. Screenings are performed by dentists on a pro-bono or nominal fee basis.

On July 1, 2002, a CDBG Reimbursable Contract was executed with the agency, using funds approved through the 2002-2003 Action Plan. These funds were provided to pay for the salary of a Program Coordinator for the Children's Dental Screening Program which provides dental screenings for 450 children and youth. The Program Coordinator facilitates contacts with schools and clinics, recruits volunteers and dentists, and performs other program functions.

The proposed CDBG Reimbursable Contract Amendment will provide additional funds to give full dental treatment to 33 children and youth that have been identified through the initial screenings. These services will be provided by students of the University of Southern California's (USC) School of Dentistry, supervised by licensed dentists. Services provided by USC in a mobile dental clinic will include prophylaxis, x-rays, fillings, extractions, minor oral surgery, and space maintainers. The agency will obtain appropriate medical histories from the patients, secure parent/guardian consent for treatment and provide clerical assistance and interpreting services during the clinic sessions. CDBG funds will be used for dental fees and materials.

Should the agency require additional or replacement personnel during the term of the contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. The agency will contact the County's GAIN Division for a list of participants by job category.

The attached standard Reimbursable Contract Amendment is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

This project is exempt from the provisions of the NEPA pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a) (4) because the activity is a public service that will not result in physical changes to the environment. It is also exempt from the provisions of the CEQA pursuant to State CEQA Guidelines 15061 (a)(3) because it is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

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IMPACT ON CURRENT PROJECT:

The project meets the HUD national objective of serving at least 51 percent low- and moderate-income persons, and will improve the availability of children's dental services in the Fifth Supervisorial District.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 1

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT
AMENDMENT NUMBER 1**

Project Title: CHILDREN'S DENTAL SCREENING PROGRAM

Project Number: E96515-02 CONTRACT NUMBER: 101185

THIS AMENDMENT TO CONTRACT made this _____ day of 2003, by the County of Los Angeles, hereinafter called the "County," and Foundation for Children's Dental Health, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program Reimbursable Contract, Contract Number 101185, Community Development Project Number E96515-02, dated July 1, 2002; and

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the project.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number 101185 be amended as follows:

1. SCOPE OF SERVICE is amended to show a change to the following section: **Activity Summary Section**, in Exhibit A.
2. COMPENSATION AND METHOD OF PAYMENT is amended to show fifteen thousand and fifty-two dollars (**\$15,052**). This is an increase of ten thousand dollars (**\$10,000**) to the project amount.

Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

3. BUDGET SECTION is amended to reflect the new compensation amount of fifteen thousand and fifty-two dollars (**\$15,052**). This is an increase of ten thousand dollars.
4. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the Operating Agency, through their duly authorized officers, have executed this amendment as of the date first above written.

COUNTY OF LOS ANGELES

FOUNDATION FOR CHILDREN'S DENTAL
HEALTH

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

LLOYD W. PELLMAN
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

Community Development Commission County of Los Angeles Project Description and Activity Budget

Contract No. 101185
PROJECT

Version 1

OPERATING AGENCY

Project No.: E96515-02
Title: Children's Dental Screening Program

Organization
Name: Foundation for Children's Dental
Health

Funding Period: From 7/1/02 To 6/30/03

Type: CBO

Jurisdiction: 5th District

CDC Program Mgr: Greg Jordan

Project Administration

Maricela Sholes, Executive Director
Foundation for Children's Dental Health
26123 Sabado Ct.
Santa Clarita, CA 91355

Eligibility Summary

Funding Source: CDBG

HUD Code: 05M Health Services

Eligibility Citation: 570.201(e)

National Objective: LMC Low/Mod Limited Clientele

Nat. Objective Citation: 570.208(a)(2) (i) (B)

Est. Accomplishments: 450

Performance Indicator: Young People

Activity Summary

This is a continuing program. The Foundation for Children's Dental Health (FCDH) will provide dental screenings to 450 children between the ages of two and sixteen years of age from low-income families residing in the unincorporated areas of the Santa Clarita Valley. As a result of the screenings, 33 children will receive full dental treatment. The Operating Agency shall screen and prioritize the patients to be treated and obtain appropriate eligibility documentation, medical histories and consent forms. The children will be identified through the list of participants in the federally funded free and reduced price school lunch program from selected schools in the Newhall, Castaic, Saugus, and Sulphur Springs Schools, and Hart School District, and through referrals from two local health clinics and Family Newhall Resource Center. Children screened are given a rating (1-5, 1 indicating very urgent-functional and social disability conditions requiring rapid attention, and 5 indicating that the child's mouth appears to be in good condition). Qualified children are referred to programs such as Medi-Cal or Healthy Families. Children that do not qualify for these programs are referred to qualified dental offices throughout the service area in order to receive full dental treatment as necessary. Dentists will be recruited on a pro-bono or nominal fee basis for the screenings.

CDBG funds will be used to pay for a Program Coordinator of the dental screening program, and non-personnel costs for dentist fees and materials. The Program Coordinator will contact school districts throughout the year to identify children in need of dental care (which qualify under the federally funded free and reduced lunch program), submit appropriate consent forms, recruit volunteer parents and school nurses for screening, recruit dentists on a pro-bono or nominal fee basis, assist dentists the days of screenings, notify parents of results of dental screening and refer them to the appropriate program (Medi-Cal, Healthy Families, or FCDH's dental services program).

Special Conditions

It is the responsibility of the Operating Agency to verify that each dentist contracted with has sufficient liability insurance (see Exhibit B for coverage requirements), and to obtain a certificate of insurance showing the Foundation of Children's Dental Health as the certificate holder.

The Operating Agency will comply with procurement standards outlined in, 24 CFR Part 84 for the purchase of all goods and contracted services using CDBG funds.

The Operating Agency has received authorization to utilize the Public Service Self-Certification Form for this project in those instances where it is unable to obtain complete income documentation from the program participant. The Operating Agency must ensure that the form contains the current income guidelines, and that forms are maintained in the program participant files. The forms must be fully completed, signed, and dated by the program participant, as well as approved by a designated Operating Agency staff member. If the scope of activities for the project changes, the Operating Agency will be required to submit a new request for authorization to use the Public Service Self-Certification Form.

The Operating Agency must maintain the following information for federal reporting and monitoring purposes: the name, address, ethnicity, and female head of household status for all clients.

The Operating Agency must maintain census tract information on clients served and make it a goal to market its program to residents of the Los Angeles Urban County, which includes the unincorporated areas and the Participating Cities.

The Operating Agency must maintain payroll and time and attendance records signed by the employee and approved by the supervisor. Time distribution records will also be kept by program and shall account for total work time on a daily basis for all employees.

Contracted Services/Subrecipients

The Operating Agency will be hiring professional dentists to help with dental screenings and treatment

Funding Summary

Formula Grant Funding

<u>Cost Category</u>	<u>Amount</u>
Personnel	\$5,052
Non-Personnel	10,000
Total	\$15,052

Leverage Sources

<u>Source</u>	<u>Amount</u>
Other	\$34,675
Total	\$34,675

Service Area/Site Address(es)

Districtwide, 5th District Low/Mod: 38.52%

INSURANCE REQUIREMENTS FOR OPERATING AGENCIES

CONTRACTS LESS THAN \$100,000

The Community Development Commission of the County of Los Angeles (CDC), the Housing Authority of the County of Los Angeles (HA) and the County of Los Angeles (County) share concerns of Operating Agencies' facing the current high cost of insurance when funds are so urgently needed to meet other costs. Insurance, however, provides the only means by which an Operating Agency can insure its continuance, and meet its obligations to the community. It is also the only method by which the CDC, the HA and the County can protect themselves from contingent exposure to claims resulting from their operations. Prior to the Operating Agency receiving funds, the CDC or the HA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC, the HA and the County may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency.

Prior to the execution of this contract, Operating Agencies must provide evidence that all insurance requirements have been met. Evidence of said insurance consisting of **Certificates of Insurance** and original endorsements as required, having been reviewed and approved as being sufficient by the CDC. Exceptions will be handled on a case by case basis.

In the event of any lapse of required insurance coverage during the term of this Contract, no funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of **Certificates of Insurance** and original endorsements as required, have been reviewed and approved as being sufficient by the CDC. Failure to maintain proper insurance coverage will be cause for termination of said Contract.

INDEMNIFICATION:

Operating Agencies shall indemnify, defend and hold harmless the CDC, the HA, the County, and their appointed officials, employees, agents or volunteers ("Covered Entities") from and against any and all liability, including but not limited to demands, claim actions, fees, costs and expenses (including attorney and expert witness fees); arising from or connected with Operating Agency Acts and/or omissions arising from and/or relating to this agreement.

Without limiting its indemnification of the "Covered Entities", each Operating Agency shall be required, if funded, to provide the following insurance or evidence of formal self-insurance to meet contract requirements:

1. **GENERAL LIABILITY INSURANCE:** Written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following: **General Aggregate: \$100,000; Products/Completed Aggregate: \$100,000; Personal and Advertising Injury \$100,000; Each Occurrence: \$100,000.** Higher limits may be required depending on the type of services provided. This protects an Operating Agency against claims for injury or property damage brought by members of the public as a result of the Operating Agency's activities. It is not now uncommon for a jury to award \$1 million in judgements for successful claims, and regardless of the outcome, defense costs can be enormous. General Liability Insurance should pay the jury award and costs, thereby protecting the Operating Agency's assets and insuring its continuance. The CDC cannot endorse **Operating Agencies which are not financially responsible.**

Insurance Requirements B

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It is in the best interests of the community for the CDC to maintain insurance and encourage the continuance of the services provided by the Operating Agency. In cases where the activities for the Operating Agency present no meaningful **General Liability exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive this coverage upon the written request of the Operating Agency.

General Liability forms also exclude claims arising from the use of automobiles, and separate coverage is required.

2. **AUTOMOBILE LIABILITY INSURANCE:** Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$100,000** for each incident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto". An Operating Agency should insure automobiles which they own. It should also be noted, however, that an Operating Agency can be held responsible for claims arising from its use of automobiles owned by volunteers, employees or contractors when conducting organization business. For this exposure, non-owned automobile liability coverage is required. This can be purchased in conjunction with most General Liability policies at a small additional premium. In cases where the funds for the activities given to the Operating Agencies present no meaningful **Automobile Liability Exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive coverage upon written request from the Operating Agency.

3. **ADDITIONAL GENERAL LIABILITY COVERAGE REQUIREMENTS:**

General liability policies shall be endorsed to contain the following provisions:

- A. The "Covered Entities" are to be covered **as additional named insureds by endorsement** with respect to liability arising out of activities performed by or on behalf of the Operating Agency, including products and completed operations, premises owned, leased, or used.
 - B. The insurance coverage shall be primary insurance with respect to the "Covered Entities". Any insurance or self-insurance maintained by the "Covered Entities" shall be in excess of the insurance and shall not contribute to it.
 - C. Coverage shall state that the insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**
Provide workers' compensation benefits as required by the Labor Code of the State of California, and in all cases, this insurance shall include Employers' Liability coverage of not less than the following: **Each Accident: \$1,000,000; Disease-policy limit: \$1,000,000 and Disease-each employee: \$1,000,000.** Even if an Operating Agency has no regular employees, it can be held responsible for the payment of **workers' compensation benefits** to contractors or volunteers who can show that they are being recompensed for their services in some way by the Operating Agency. Basic coverage is almost always necessary to protect an Operating Agency and to insure compliance with the State Labor Code.

Insurance Requirements B
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5. **BLANKET DISHONESTY BOND:** Coverage for the total amount of the grant.
This is required to safeguard federal funds held or used by the Operating Agency. Incidents have occurred in the past where federal funds have been stolen or embezzled by an Operating Agency employee, and the Operating Agency has been financially unable to recover the loss.
6. **PROFESSIONAL LIABILITY INSURANCE:** If applicable, in an amount of **not less than \$100,000 aggregate** combined single limit, unless this requirement has been waived in writing. This extends coverage claims arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.